



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p>351 St Joseph Gatineau, QC K1A 0H3 Att: Mitchel Easey</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Study on the current state of clean energy research, development and demonstration (RD&amp;D) in Canada and the United States</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> K8A53-14-9112</p>	
	<p><b>Date of Bid solicitation 2014-11-19</b></p>	
	<p><b>Bid Solicitation Closes 2014-12-10</b> at – à 3:00 P.M. on – le 2014-12-10</p>	<p><b>Time Zone – Fuseau horaire</b> EST</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Mitchel Easey Mitchel.easey@ec.gc.ca</p>	
	<p><b>Telephone No. – N° de téléphone</b> 819-938-4857</p>	<p><b>Fax No. – N° de Fax</b> 819-938-4848</p>
	<p><b>Delivery Required</b> (2015-03-31)</p>	
	<p><b>Destination - of Services / Destination des services</b> National Capital Region (NCR)</p>	
	<p><b>Security / Sécurité</b> <i>Enhanced Reliability</i></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

## **TABLE OF CONTENTS**

### **PART 1 – GENERAL INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

### **PART 2 – BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award
2. Certifications Required with the Bid

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents

#### **List of Annexes:**

- Annex A Statement of Work  
Annex B Basis of Payment

## **Study on the current state of clean energy research, development and demonstration (RD&D) in Canada and the United States**

### **PART 1 – GENERAL INFORMATION**

#### **1. Security Requirement**

- 1.1 There is a security requirement associated with this requirement.
- 1.2. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

#### **2. Statement of Work**

The Work to be performed as described in Annex “A”.

#### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **PART 2 – BIDDER INSTRUCTIONS**

#### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** "Procurement Business Number"  
**Insert:** "Deleted"

**At Section 02 Procurement Business Number**

**Delete:** In its entirety  
**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety  
**Insert:** "send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

**At Section 06 Late Bids:**

**Delete:** "PWGSC"  
**Insert:** "Environment Canada"

**At Section 07 Delayed Bids:**

**Delete:** "PWGSC"  
**Insert:** "Environment Canada"

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety  
**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety  
**Insert:** "Deleted"

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** "the Procurement Business Number of each member of the joint venture,"  
**Insert:** "Deleted"

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety  
**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** "sixty (60) days"  
**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

**2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**3. Former Public Servant – Competitive Bid**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to

FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## 6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (3) print on both sides of the paper.

### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

### **Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone described in Annex "B" of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

#### **1.2 Bidders should include the following information in their financial bid:**

- (a) Their legal name; and



- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

### **Section III - Certifications**

#### **1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

##### **1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

##### **1.2 Technical Evaluation**

###### **1.2.1 Mandatory Technical Criteria**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described below - Bid Evaluation Criteria.

<b>M1</b>	At least 5 years of experience in the Clean Energy Sector
<b>M2</b>	At least 5 years of experience in conducting research and analysis in a scientific or technical field

## 1.2.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described below - Bid Evaluation Criteria.

<b>A. Understanding the Scope of Work</b>	<b>Score</b>	<b>Max Points</b>
<p><b>R1. Bidder demonstrates an understanding of the scope of work and objectives by including the following information in the proposal (in the bidder's own words)</b></p> <p>- 5 points: Deliverables, objectives, scope of project and methodology required to meet deliverables included and thorough. - 4 points and below: Partial points will be awarded for responses that do not fully identify the requirements listed in comprehensive manner.</p>		<b>10</b>
<p><b>R2. Bidder demonstrates in-depth understanding of clean energy technologies</b></p> <p>- The proposal must demonstrate an understanding of clean energy technologies (2 points), and their relation to Environment Canada's mandate and interests in the energy sector (3 points).</p>		<b>5</b>
<b>Subtotal</b>		<b>15</b>
<b>B. Management</b>	<b>Score</b>	<b>Max Points</b>
<p><b>R3. Bidder demonstrates in-depth experience in clean energy (at least 5 years)</b></p> <p>2 points per year in clean energy above the minimum 5 years</p>		<b>10</b>
<p><b>R4. Bidder demonstrates experience (at least 5 years) conducting research and analysis in a scientific or technical field</b></p> <p>2 points per year of experience in research and analysis above the minimum 5 years</p>		<b>10</b>
<b>Subtotal</b>		<b>20</b>
<b>C. Approach</b>	<b>Score</b>	<b>Max Points</b>
<p><b>R6. Bid identifies sources of literature, secondary and primary data</b></p> <p>0 if no sources identified 1 point if less than 3 secondary (e.g., Wikipedia) sources are identified and no primary and reputable sources are identified 3 point if 5 secondary sources are identified and/or less than 2 sources are primary and reputable 4 points if 3 sources identified are primary and reputable 5 points if more than 5 sources identified are primary and reputable</p>		<b>5</b>
<p><b>R6. Bidder anticipates possible problems and proposed solutions</b></p> <p>0 points if no problems or solutions identified</p>		<b>2</b>

<b>A. Understanding the Scope of Work</b>	<b>Score</b>	<b>Max Points</b>
1 point if problems identified with no solutions		
2 points if problems and solutions are identified		
<b>Subtotal</b>		<b>7</b>
<b>TOTAL</b> (minimum passing mark of 70% = 29pts)		<b>42</b>

### 1.3 Financial Evaluation

For each category in which each resource's services are proposed, each resource will be awarded up to 30 points for the price competitiveness of the professional fees that they propose in that category. Points are calculated as an inverse ratio to the lowest fees quoted by all technically compliant resources, multiplied by 30 (see example below)

**Example:**

General

Resource A: Resource Per Diem Rate: \$1,100.00

Resource B: Resource Per Diem Rate: \$1,250.00

Resource C: Resource Per Diem Rate: \$1,450.00

Lowest Resource Average Per Diem rate of all technically compliant resources:  
\$1,100.00

Points allocated to price competitiveness only for **firms who met** the mandatory and technical criteria.

Resource A:  $1,100/1,100 \times 30 = 30$

Resource B:  $1,100/1,250 \times 30 = 26.40$

Resource C:  $1,100/1,450 \times 30 = 22.76$

### 2. Basis of Selection

To be declared responsive, a resource must:

- (a) comply with all the requirements of the RFP;
- (b) meet all mandatory technical evaluation requirements on which they submitted; and
- (c) obtain the minimum passing mark of 29pts (70%) for the point rated technical criteria.

Resources not meeting (a), (b) and (c) above will be declared non-compliant.

**Formula:**

In this formula, the Offeror's Technical Score is the number of points achieved (maximum 80) in the assessment of the rated requirements.

**(SUGGESTED POINTS ONLY FOR CONSIDERATION):**

$$\frac{\text{Offeror's Rated Score}}{\text{Highest Rated Score}} \times 70 + \frac{\text{Lowest bid}}{\text{Other Offeror's Per Diem Rate}} \times 30 =$$

**Example:** (technical merit **(70%)** and price **(30%)**)

Description	Offeror A	Offeror B	Offeror C
Offeror Technical Points Received	80	70	60
Offeror Proposed Per Diem Rate	\$1,100.00	\$1,250.00	\$1,450.00

**Final Evaluation Score Calculation:**

Offeror	Points for Technical Score	Points for Per Diem Rate	Total Points
Offeror A	$(80 / 80) \times 70\% = 70$	$(1,100 / 1,100) \times 30\% = 30$	<b>100</b>
Offeror B	$(70 / 80) \times 70\% = 61.25$	$(1,100 / 1,250) \times 30\% = 26.40$	<b>87.65</b>
Offeror C	$(60 / 80) \times 70\% = 52.50$	$(1,100 / 1,450) \times 30\% = 22.76$	<b>75.26</b>

In this example, **Offeror A** will be recommended for contract award

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is

found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## **1. Certifications Required Precedent to Contract Award**

### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## **2. Additional Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **2.2 Education and Experience**

*SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation (*at contract award, delete this sentence and insert the title*).

**Title:** Specialized Technical Training to the Compliance Promotion Team of the Environmental Emergencies Program

### **1. Security Requirement**

1.1 There is no security associated with this requirement.

### **2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010B (2014-09-25) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties

agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

**A. For professional services requirements where the deliverables are copyrightable works:**

***Canada to own Intellectual Property rights in Copyright***

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:**

1. In this section:  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;  
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

**2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:**

**At Section 06 Subcontracts**

**Delete:** paragraphs 1, 2, and 3 in their entirety.

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract is from contract award to March 31, 2015 inclusive.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Mitchel Easey

Title: Senior Procurement and Contracting Officer

Environment Canada

Procurement and Contracting

Address: 351 St-Joseph, 4th floor

Telephone: (819) 938-4857

Facsimile: (819) 938-4848

E-mail address: [mitchel.easey@ec.gc.ca](mailto:mitchel.easey@ec.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



**5.2 Technical Authority (To be disclosed upon contract award)**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7. Payment**

**7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ plus applicable taxes.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## **7.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ plus applicable taxes.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (i) when it is 75 percent committed, or
  - (ii) four (4) months before the contract expiry date, or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **7.3 PWGSC SACC Manual clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

## **8 Invoicing Instructions**

### **8.1 Milestone Payments**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## 8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone	Payment Amount (GST excluded)	Target Date (tentative)
Kick-off meeting and table of contents for report	-	December 2014
Literature review and analysis	10%	December 15, 2014 – January 15, 2015
First draft prepared and submitted to Departmental Representative for review	75%	February 15, 2015
Final report integrating comments from Departmental Representative review	15%	March 1, 2015

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Gatineau.

## 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - [Professional Services \(Medium Complexity\) \(2014-09-25\)](#)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_,



## ANNEX A

### STATEMENT OF WORK

#### **Title**

Study on the current state of clean energy research, development and demonstration (RD&D) in Canada and the United States

#### **Background**

Canada and the United States share the closest energy relationship in the world. Both countries have been endowed with valuable natural resources and talented human resources with the knowledge and expertise needed to responsibly balance our need for energy with our need to protect the environment. Moreover, our countries share a common commitment to reduce our economy-wide greenhouse gas emissions. Bilateral collaboration on clean energy is helping to identify innovative ways to reduce the carbon content of our energy sectors, address climate change and advance the transition to a low carbon economy.

An assessment of the state of clean energy Research, Development & Deployment (RD&D) in Canada and the US will help identify gaps and opportunities that are of mutual interest. Such an analysis could enable evidence-based decision-making on priority areas for future RD&D collaboration with the US and may inform the strategic direction of joint initiatives with the US going forward. This would help to ensure that information is available to guide the effective channeling of public funds to capitalize on high-impact opportunities with the greatest potential to improve environmental performance in order to continue to advance clean energy technologies in North America.

The United-States-Canada Clean Energy Dialogue (CED) is an example of a bilateral mechanism that has proven to be a useful and unique platform for Canada and the US to collaborate on clean energy RD&D. The CED was launched in 2009 to strengthen energy collaboration between Canada and the US and to advance the transition to a low carbon economy through the development of clean energy science and technologies. The CED brings together government representatives to develop innovative solutions for cleaner energy production, distribution and use. This bilateral collaboration under the CED has achieved solid technical results and built strong networks of researchers and scientists that can be further built upon.

Advancing clean energy technology RD&D has wide-ranging benefits that include the significant reduction and/or mitigation of GHG emissions and other environmental risks associated with energy production, distribution and use. Environment Canada has recognized the need to take stock of areas for bilateral advancement in clean energy technology RD&D issues, to visualize a path forward for joint initiatives with the US, and to identify where and how to direct RD&D efforts to advance clean energy science and technologies in the future.

#### **Objective**

This contract will examine the current state of clean energy RD&D in Canada and the United States in order to inform Environment Canada's future decisions on energy RD&D.

## Scope of Work

The study will examine the current state of clean energy RD&D in Canada and the United States in priority technology areas (described below) and include an assessment of the:

- i) Primary knowledge and research gaps in the priority technology areas and what is needed to fill these gaps, including an assessment of gaps/issues particular to isolated and remote communities in the Canadian North;
- ii) RD&D activities with the greatest potential to improve environmental performance (e.g., reduce GHG emissions and air pollutants, improve water use and quality) of technologies in the priority areas; and
- iii) Bilateral collaboration models that currently exist to advance clean energy technology RD&D in priority technology areas, and their strengths and weaknesses.

The study will focus on Environment Canada's interests in the energy sector (*i.e.*, advancing environmental protection in the context of responsible development of the energy sector) and include an assessment of clean energy RD&D needs in isolated and remote communities, particularly in the North. The priority technology areas that Environment Canada is interested in understanding from an environmental perspective include (but are not limited to):

- Unconventional gas (shale gas extraction, supply chain and field management, gas to liquid and liquefied natural gas (LNG), environmental technologies)
- Unconventional oil (bitumen extraction, upgrade, environmental technologies, pipelines)
- Next-generation automotive (internal combustion engine technology, regenerative braking, lightweighting, batteries, motors, charging infrastructure)
- Compressed natural gas/liquefied natural gas fleets (natural gas engines, refueling infrastructure)
- Water (water treatment equipment, operation and maintenance, consumer and commercial products)
- Energy efficient buildings (advanced windows value chain, heating and cooling value chain, system integration, prefab houses)
- Energy efficient industrials (industrial process optimization)
- Unconventional hydro (run of river, hydrokinetic, marine power generation)
- Bioenergy (biomass collection and processing, bioheat, biopower, combined heat and power)
- Waste-to-energy (equipment, design and engineering, construction)
- Solar (poly-silicon to photovoltaic module value chain, balance of system, end applications, concentrated solar power)
- Carbon capture and storage (CCS) (carbon capture, coal and natural gas CCS builds, CO<sub>2</sub> transport and storage)
- Fuel cell systems (hydrogen fuel cells, charging infrastructure, fuel cells in grid storage)
- Biofuels and biorefineries (production of biodiesel, bioethanol, other second generation biofuels and biorefinery products)

The technology areas listed above are simply a starting point. The contractor may wish to include technologies that are not listed above in their analysis and final report.

The contractor will need to have in-depth knowledge of clean energy RD&D. The clean energy RD&D arena is complex and requires a multi-disciplinary perspective from fields including engineering, chemistry and the social sciences. The contractor will be expected to undertake a literature search and review of relevant documents. The contractor will also be expected to include in their analyses options and recommendations for future strategic direction.

The contractor will meet (via teleconference) with the Departmental Representative at the outset of the contract to ensure agreement and understanding of the stated services required, as outline in this Statement of Work. Additional project meetings between the Departmental Representative and the Contractor will be held as required. Progress will be monitored by the Departmental Representative.

### **Language of Work**

The Contractor shall provide all final deliverables in English (pdf format).

### **Deliverables**

The Contractor shall:

1. Provide a comprehensive table of contents (TOC) for the report, following a kick-off meeting with the Departmental Representative.
2. Conduct a literature review and analysis of the current state of clean energy RD&D in Canada and the US, along with associated knowledge and research gaps. The study should focus on Environment Canada's interests in the energy sector and include an assessment of clean energy RD&D needs in isolated and remote communities, particularly in the North.
3. Analyze all available literature and information on potential activities that are needed to address the identified knowledge gaps, identify RD&D activities with the greatest potential to improve environmental performance of technologies in the priority areas, and identify and assess bilateral collaboration models that currently exist to advance clean energy technology RD&D in priority technology areas. The information should be summarized to obtain a global assessment of the current state of clean energy RD&D in Canada and the US.
4. Prepare a first draft report (in word format) for review. The report should be organized according to the agreed upon table of contents. The introduction should clearly and concisely explain the purpose of the report. The report should include a description of the:
  - Primary knowledge and research gaps in the priority technology areas and what is needed to fill these gaps, including an assessment of gaps/issues particular to isolated and remote communities in the Canadian North;
  - RD&D activities with the greatest potential to improve environmental performance (e.g., reduce GHG emissions and air pollutants, improve water use and quality) of technologies in the priority areas; and
  - Bilateral collaboration models that currently exist to advance clean energy technology RD&D in priority technology areas, and their strengths and weaknesses.
5. Incorporate draft comments from the Departmental Representative and provide a final draft of the report on the current state of clean energy RD&D in Canada and the United States, along with accompanying PowerPoint presentation summarizing the report's key findings.
6. Meet with the Departmental Representative, as needed, regarding the content of the report.
7. An electronic copy of the final report and presentation shall be submitted to the Departmental Representative no later than March 1, 2015.

### **Scheduling/Milestones**

This contract will commence upon signing of the contract and be completed by March 1, 2015.

At the termination of this contract, all material and goods acquired or developed under and as a result of this contract are to be submitted to the Departmental Representative, including:

- any original material provided to the Contractor
- March 1, 2015 – Final report and presentation

### **Travel Considerations**

The work shall be undertaken at the Contractor's location of business.

### **Basis of Payment**

The total cost of this contract is not to exceed \$25,000.00 (GST/HST is excluded). Payment will be made upon submission of an invoice following the successful delivery of each milestone listed above.

All payments will be contingent upon acceptable completion of the Statement of Work, as determined by the Departmental Representative.

### **Crown Input**

The Departmental Representative shall meet (via teleconference) with the Contractor, as needed, regarding the content of the report.

### **Intellectual Property (IP)**

The Crown has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

6.4.1 To generate knowledge and information for public dissemination;



## BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

In accordance with Part 4 Evaluation Procedures and Basis of Selection, Bidders must provide a maximum firm all inclusive price. The Firm all-inclusive pricer must include all costs associated with the services including the costs associated with the resource's preparation time, the administrative overhead and the profit. The firm all-inclusive price must be exclusive of all applicable taxes.

a.) Total costs for completion of the work described in Annex "A" :                    \$ \_\_\_\_\_

b.) Administrative Expenses:

(Courier, long distance calls, reproduction,  
set-up fees, shipping cost, etc.).

\$ \_\_\_\_\_

D.) TOTAL PROPOSAL PRICE  
(Canadian Currency)

\$ \_\_\_\_\_  
(Total of a + b above)

+ G.S.T. \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_